IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Vicky Oze

Title: METHOD AND SYSTEM AUTOMATICALLY TO REMIND PARTIES TO A NETWORK-BASED TRANSACTION TO COMPLY WITH OBLIGATIONS ESTABLISHED UNDER A TRANSACTION AGREEMENT

Docket No.:	2043.264US1	Serial No.:	09/827,132
Filed:	April 3, 2001	Due Date:	May 7, 2007
Examiner:	Timothy M. Harbeck	Group Art Unit:	3692

MS Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

We are transmitting herewith the following attached items (as indicated with an "X"):

X   Appellant's Reply Brief Under 37 C.F.R. 41.41 (4 pgs.).
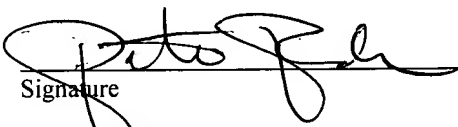
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_____Peter Rebuffoni_____   _____
Name   Signature

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellant:	Vicky Sze	Examiner: Timothy Harbeck
Serial No.:	09/827,132	Group Art Unit: 3692
Filed:	April 3, 2001	Docket: 2043.264US1
Title:	METHOD AND SYSTEM AUTOMATICALLY TO REMIND PARTIES TO A NETWORK-BASED TRANSACTION TO COMPLY WITH OBLIGATIONS ESTABLISHED UNDER A TRANSACTION AGREEMENT		

APPELLANT'S REPLY BRIEF UNDER 37 C.F.R. § 41.41

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In response to the Examiner's Answer mailed <u>March 7, 2007</u>, please see the remarks below:

REMARKS

Discussion of the rejection of claims 1, 3-18, 20-35 are rejected under 35 U.S.C. 103(a) as

being unpatentable over Conklin et al. (U.S. 6,141,653, hereinafter "Conklin") in view of

Horn et al. (U.S. Publication No. 2001/0037204 A1, hereinafter "Horn").

Appellant appreciates the Examiner's thorough Answer. However, Appellant respectfully

submits the Examiner's Answer has clarified the Appellant's assertion the Examiner has

mischaracterized the teachings of the references with respect to the currently claimed subject

matter. The limitation in question reads as follows:

> automatically presenting <u>a reminder *option*</u> to the first party <u>that is exercisable by
> the first party to remind</u> the second party to comply with the obligations of the
> second party imposed under the commerce transaction agreement (Emphasis
> added).

The Examiner states on page 5 of the Examiner's Answer:

> As to appellants point that the reminders for a pending offer are "automatically
> generated" in Horn, this is also the case in the claimed language of the present
> invention ('automatically presenting a reminder option')....In other words, the
> <u>system initially sends a reminder</u> to the parties about a pending obligation, exactly
> as in the present invention. The examiner fails to see how these steps differ.
> (Emphasis by Examiner).

It is clear from this passage the Examiner has equated presenting a reminder *option* with sending

a reminder. Applicant fails to see how these "steps" are the same. Claim 1 requires,

"automatically ***presenting*** <u>a reminder **option** to the first party</u> that is ***exercisable*** <u>by the first party</u>

<u>to remind</u> the second party...." (Emphasis added). The Examiner asserts paragraph [0027] of

Horn, as previously cited by the Appellant to highlight generation of only "a reminder," discusses

this limitation. Paragraph [0027] reads in part, "...if a party fails to participate in the negotiation

process, <u>the system automatically sends the party reminders of a pending</u> offer...." (Emphasis

added). This paragraph and citation clearly illustrates that the system of Horn automatically

sends reminders and does not *__present__*, "a reminder *__option__* to the first party that is *__exercisable__* by the first party *__to remind__* the second party to comply with the obligations of the second party imposed under the commerce transaction agreement." (Emphasis added).

The Examiner on page 6 of the Examiner's Answer addresses an exercisable option and concludes in the following passage:

> ....The 'first party' then has an additional option (i.e. an exercisable option of the system) to contact the second party to remind them to comply with obligations (namely complete the transaction in question).
> Therefore the examiner maintains his stance that a 'first party' of Horn receives an automatic initial system reminder option (paragraph 0017). The first party then has a further ability to 'exercise' this reminder option, via the system, to contact 'the second party' to remind them to comply (paragraphs 0020-0023).

It is unclear how this "option" to contact the second party to remind them after the "initial automatic reminder" teaches or suggests, "automatically presenting a reminder option to the first party that is exercisable by the first party to remind the second party to comply with the obligations of the second party imposed under the commerce transaction agreement." It is clear from the claim that the automatically presenting of the reminder option is what is exercisable by the first party and that this reminder option, if exercised (because it's exercisable) is to remind the second party to comply. Neither Conklin nor Horn, alone or in combination, teach or suggest claim 1.

CONCLUSION

Appellant respectfully submits that the claims are in condition for allowance and notification to that effect is earnestly requested. The Examiner is invited to telephone Appellant's attorney at 408-278-4045 to facilitate prosecution of this application.

If necessary, please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.
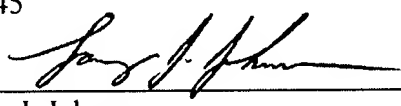
Respectfully submitted,

VICKY SZE

By his Representatives,

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Date   May 4, 2007   By _____
                                Larry J. Johnson
                                Reg. No. 56,861

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_____   _____
Name   Signature